

**To:** Bill Prevost[billp@quickwaycarriers.com]  
**Cc:** 'Randy Harris'[crharris@paladin-capital.com]  
**From:** chrisc@quickwaycarriers.com[chrisc@quickwaycarriers.com]  
**Sent:** Wed 3/11/2020 6:40:50 AM (UTC-05:00)  
**Subject:** LRI Consulting Services, Inc - Quickway Carriers – Engagement Letter  
Quickway Carriers, Inc - Engagement Letter - March 9, 2020.pdf  
Quickway Carriers, Inc - Campaign Consulting - March 9, 2020.pdf

Bill,

Randy and I have been in discussions with Labor Relations Institute (LRI) and National Labor Relations Advocate (NLRA) regarding our Louisville terminal. LRI was recommended by Jack Finklea and NLRA came in unsolicited. Both companies are considered as "union busters" and have a 90% win vote for the company during an election.

The advantage of using these companies is they have the legal right to say what our company cannot say during a union campaign. During a union campaign, Quickway is restricted to not talk about the negative effects if the drivers form a union such as decreased pay and benefits, loss of business, drivers rights being taken away, any fees or penalties a driver can face from the union, etc. They come with a wealth of knowledge and can educate our drivers about the law and their rights during a union campaign. They deploy personnel to our location and hold group meetings and one-on-one meetings with our drivers. They also educate our office staff on what to say and what not to say during campaigns so we can avoid additional ULP charges.

The attachment is a quote from LRI. LRI is approx. \$3000 per day and NLRA is \$2500 per day. We have 15 days before the election that we can use either of the two companies as Quickways advocate and educate our drivers to vote NO for the union.

Considering the force of the union, Randy and I would like the allowance to use either of the two companies to help keep our Louisville terminal non-union. We can make ourselves available for discussion at any time.

Thanks

Chris

**From:** Rebecca Frank <rfrank@lrionline.com>  
**Sent:** Monday, March 9, 2020 1:50 PM  
**To:** chrisc@quickwaycarriers.com  
**Cc:** crharris@paladin-capital.com  
**Subject:** LRI Consulting Services, Inc - Quickway Carriers – Engagement Letter

Dear Mr. Cannon,

Attached please find our engagement letter per your conversation with Eric Funston. Our statement of work will follow, shortly. If you have any questions, please contact Eric or me at 1-800-888-9115.

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this statement of work, a consulting day is defined as each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day. The fee for off-site consulting is \$375 per hour (this is inclusive of but not limited to pre-planning, conference calls, slide production, material collection, report generation, etc.). The off-site fees will not exceed \$3,000 per day.

Thank you for the opportunity to support Quickway Carriers. We look forward to working with you.

Respectfully,

**Becky Frank, Executive Assistant**

Labor Relations Institute | [www.lrionline.com](http://www.lrionline.com) | 800.888.9115

Approachable Leadership Learning System | [www.ApproachableLeadership.com](http://www.ApproachableLeadership.com)

***Love our work? Please tell a friend or colleague. Help us deliver our mission that everyone deserves a great workplace!***

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

**EXHIBIT NO.:** R 68

**CASE NO.:** 09-CA-251857

**NO. OF PGS:** 7

**RECEIVED:** X

**CASE NAME:** QUICKWAY

**DATE:** 10/01/21

**REJECTED:**

**REPORTER:** RW



**LRI Consulting Services, Inc.**

phone 800-888-9115  
fax 918-455-9998

[www.LRIonline.com](http://www.LRIonline.com)

## **Personal & Confidential**

March 9, 2020

Chris Cannon  
Vice President  
Quickway Carriers, Inc  
5209 Linbar Dr Suite 602  
Nashville, TN 37211

## **RE: Campaign Consulting**

Dear Mr. Cannon,

We are delighted and honored for the opportunity to educate your employees about the myths and realities of union representation. As we've discussed, unions have been on a steady and rapid decline since the 1950's. They are desperately trying to attract new members and because so few people have any experience with unions today it is very easy for employees to be misled by a union sales pitch. This is why it is so valuable to provide your team with access to a subject matter expert who can help answer questions and dispel common misconceptions about how unions work in real life.

We take our role of responsibly, legally and respectfully educating and answering questions about unions very seriously. Union campaigns can be highly emotional and disruptive. Our number one priority is to leave your company and your workforce better than how we found it. Since time is of the essence, I want to quickly outline what you can expect from LRI during this engagement:

- We will assign one or more subject matter experts to meet with your managers and employees. All of our consultants have years of experience with unions and receive a thorough background check and sign an ethics pledge.
- We will assign a campaign manager who can answer any questions you have and determine how we will coordinate with your legal team – our firm is run by a labor attorney and we place the highest priority on following all legal requirements.
- Our primary goal is to educate, and we will provide provable and verifiable facts and encourage your employees to decide for themselves whether union representation is right for them – everyone is entitled to their own opinion and we will treat all of your employees with respect, even those who disagree with us.
- We will make sure that your leaders are well trained and understand the rules and legal requirements and we will do our very best to ensure that every employee is able to vote in a free and fair election.
- We will work with your managers to “up their game” as leaders – organizing events are stressful and challenging but we often find that with our guidance, relationships and connections between leaders and their teammates dramatically improve.
- We will be available to you on a 24/7 basis and you can expect a return call or e-mail within 2 hours of any communication to us.

We are required to report our agreement with you to the Department of Labor within 30-days of today, and we will submit a copy of this document with that report. Since time is of the essence for this project we agree to handle expenses and fees incurred as outlined below:

- Out of pocket change or service fees for any non-refundable travel related expenses incurred;
- Actual consulting days performed for the Company (at our customary rates); and
- Any other reasonable business expenses spent on your behalf (if any).

featured in



Forbes



**Labor Relations Institute, Inc.**

7850 S. Elm Place • Suite E  
Broken Arrow, OK 74011

QTIEX01724





**LRI Consulting Services, Inc.**

phone 800-888-9115  
fax 918-455-9998

[www.LRIonline.com](http://www.LRIonline.com)

If you have any questions or concerns, please contact me immediately at 918-455-9995. We very much appreciate the opportunity to work for you. You may be assured that you will receive our best efforts. We look forward to the opportunity to meet and educate your team.

Respectfully,

Phillip B. Wilson  
President - General Counsel LRI Consulting Services, Inc.

**Contact information:**

**Campaign Manager- Executive Vice President:**

Eric Funston  
Office (800) 888-9115  
Cell (918) 346-3840  
Email: Efunston@lrim.com

**President & General Counsel:**

Phillip B. Wilson  
Office (918) 455-9995  
Cell (918) 361-4497  
Email pbwilson@lrim.com

featured in



Forbes



**Labor Relations Institute, Inc.**

7850 S. Elm Place - Suite E  
Broken Arrow, OK 74011

QTIEX01725



## **Statement of Work**

March 9, 2020

Chris Cannon

Vice President

Quickway Carriers, Inc

5209 Linbar Dr Suite 602

Nashville, TN 37211

## **RE: Campaign Consulting**

### **Situation Assessment**

You have requested a Statement of Work (SOW) to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

### **Proposed Intervention(s)**

**Campaign Consulting:** For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

### **Objectives**

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain your direct relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

### **Value to Organization**

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

### **Terms and Conditions**

The fee for consulting is \$375 per hour per consultant with a minimum of six hours per day on-site (plus travel expenses). Meals will be charged at the per diem rate of \$50 per day for travel days and \$65 per day for on-site days. A fee of \$1000 will be applied for each consultant to cover travel time to the

**Page 1 of 3 (Initial \_\_\_\_\_)**

featured in



**Labor Relations Institute, Inc.**

7850 S. Elm Place - Suite E  
Broken Arrow, OK 74011

QTIEX01726





facility. For purposes of this statement of work, the travel fee will not exceed \$1000 per consultant for each trip required. The fee for off-site consulting is \$375 per hour (this is inclusive of but not limited to pre-planning, conference calls, slide production, material collection, report generation, etc.).

### **Attorneys and Privilege**

The parties acknowledge that all of our work in relation to this proposal will be carried out in conjunction with and at the direction of in-house counsel and outside counsel. This includes our engagement, which was carried out at the direction of counsel, and the terms of the engagement, which counsel helped determine. As a result, it is understood that all communications involving LRI (i.e. both from LRI and to LRI) are intended to be confidential, and covered by the attorney-client, and/or attorney work product privileges, including but not limited to the terms of this proposal. LRI agrees to use best efforts in labeling such communications "Privileged & Confidential: Attorney-Client Communication" or "Privileged & Confidential: Attorney Work Product" wherever feasible, but the absence of such designation does not detract from the intent that all communications from/to LRI, and all analyses or work product by LRI, fall under one of these privileges. The parties agree that any privilege covering this proposal is waived for the limited purpose of any dispute between the parties arising and concerning the terms of the engagement, that is to be resolved by arbitration, as described below.

### **Payment Terms**

All fees are due upon delivery and are nonrefundable. You will receive regular statements outlining the number of days expended on your behalf and those statements are due upon receipt. Any fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties.

You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this Statement of Work (SOW) are good for 90 days from the date on this SOW unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

Page 2 of 3 (Initial \_\_\_\_\_)

featured in



**Labor Relations Institute, Inc.**

7850 S. Elm Place - Suite E  
Broken Arrow, OK 74011

QTIEX01727



**LRI Consulting Services, Inc**

phone 800-888-9115  
fax 918-455-9998

**www.LRIonline.com**

### Acceptance

We accept the Statement of Work above and the intervention selected:

\_\_\_\_\_ Campaign Consulting

**For LRI Consulting Services, Inc.**

Phillip B. Wilson, President/General Counsel

Date: March 9, 2020

**For Quickway Carriers, Inc**

Chris Cannon, Vice President

Date: \_\_\_\_\_

Page 3 of 3 (Initial \_\_\_\_\_)

featured in



Forbes



**Labor Relations Institute, Inc.**

7850 S. Elm Place - Suite E  
Broken Arrow, OK 74011

QTIEX01728